

COMMISSION ON JUDICIAL SELECTION APPLICATION

EIGHTH JUDICIAL DISTRICT
DEPARTMENT XXIX

By

Trent Leon Richards



Personal Information

1.	Full Name	Trent Leon Richards
2.	Have you ever used or been known by any other legal name (including a maiden name)? If so, state name and reason for the name change and years used.	No
3.	How long have you been a continuous resident of Nevada?	19 years, since moving to Nevada in 2003 when discharged from the military.
4.	City and county of residence	Henderson, Clark County, Nevada
5.	Age	43 years old

Employment History

6. Please start with your current employment or most recent employment, self-employment, and periods of unemployment for the last 20 years preceding the filing of this Application.

Current or Last Employer	Sagebrush Lawyers
Phone	702-800-7634
Physical Address & Website	112 S. Water Street, Suite 104, Henderson, NV 89015 www.SagebrushLawyers.com
Date(s) of Employment	October 2019 to present
Supervisor's Name and Title	Christopher Carson – Co-Managing Partner
Your Title	Co-Managing Partner
Describe Your Key Duties	<ul style="list-style-type: none"> • Founding partner at boutique firm specializing in plaintiff litigation, with focus on construction defect, contracts, employment law and personal injury. • Veteran-Owned and Veteran-Operated small business. • Responsible for handling litigation matters from intake through resolutions. • Responsible for handling accounting, marketing, information technologies, human resources, and operations management for the firm.
Reason for Leaving	None

Previous Employer	Bourassa Law Group
Phone	702-851-2180
Address & Website	2350 W. Charleston Blvd #100, Las Vegas, Nevada 89102 www.blgwins.com
Date(s) of Employment	January 2011 to October 2019

Supervisor's Name and Title	Mark Bourassa, Esq. – Managing Partner
Your Title	Attorney
Describe Your Key Duties	<ul style="list-style-type: none"> • Firm specializing in plaintiff litigation, with focus on construction defect and personal injury. • Responsible for firm's Employment Litigation section and Consumer FDCPA Litigation section. • Assigned to firm's litigation team, participating in the firm's trials as second chair.
Reason for Leaving	Departed Bourassa Law Group on excellent terms to start my own firm, Sagebrush Lawyers

Previous Employer	Law Offices of David C. Nelson
Phone	702-385-5595
Address & Website	8683 West Sahara Avenue Suite 180, Las Vegas, Nevada 89117 www.dcnlawfirm.com
Date(s) of Employment	August 2006 to December 2010
Supervisor's Name and Title	David C. Nelson – Managing Partner
Your Title	Law Clerk (2006-2009) then Attorney (2009-2010)
Describe Your Key Duties	<ul style="list-style-type: none"> • Firm specializing in business litigation and contracts. • Primary work focused on litigating breach of contract matters on behalf of commercial landlords and breach of contract/promissory note matters on behalf of certain gaming entities. • Managed files, conducted legal research, and prepared memorandum. • Prepared documents related to pleadings and agreements.
Reason for Leaving	Departed on excellent terms after Law Offices of David C. Nelson began winding down operations

Previous Employer	Zimmerman & Associates
Phone	702-228-8916
Address & Website	7201 W. Lake Mead Blvd, #210, Las Vegas, Nevada 89128 www.zai-inc.com
Date(s) of Employment	May 2006 to August 2006
Supervisor's Name and Title	Brian Zimmerman – Managing Partner
Your Title	Summer Law Clerk
Describe Your Key Duties	<ul style="list-style-type: none"> • Firm specializing in insurance defense litigation. • Managed files, conducted legal research, and prepared memorandum.
Reason for Leaving	Summer associate program ended, returned to school.

Educational Background

7. List names and addresses of high schools, colleges and graduate schools (other than law school) attended; dates of attendance; certificates or degrees awarded; reason for leaving.

University of Nevada Las Vegas, Lee Business School Master of Business Administration (MBA)	Las Vegas, Nevada December 2008
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Westminster College of Salt Lake City Bachelor of Science in Business Management (BS)	Salt Lake City, Utah August 2001
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Skyline High School Diploma	Salt Lake City, Utah June 1997
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8. Describe significant high school and college activities including extracurricular activities, positions of leadership, special projects that contributed to the learning experience.

While attending Westminster College of Salt Lake City I served as a student body senator for the business school while maintaining a full class load, working a full-time job in the construction industry, and serving on the weekends in the United States Marine Corps Reserve.

While attending the University of Nevada Las Vegas law school for my law degree, I simultaneously attended the University of Nevada Las Vegas business school for my MBA degree, obtaining both degrees.

9. List names and addresses of law schools attended; degree and date awarded; your rank in your graduating class; if more than one law school attended, explain reason for change.

University of Nevada Las Vegas, Boyd School of Law Juris Doctorate (JD)	Las Vegas, Nevada December 2008
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10. Indicate whether you were employed during law school, whether the employment was full-time or part-time, the nature of your employment, the name(s) of your employer(s), and dates of employment.

I was employed during law school following the first year of attendance (during which employment was not permitted by the school). I worked first as a summer law clerk with Zimmerman & Associates during the summer of 2006, and then began working full time as a law clerk with the Law Office of David C. Nelson from the beginning of the second year of law school (August 2006) through my law school graduation and passage of the Nevada Bar in May of 2009, at which point I was offered an attorney position.

11. Describe significant law school activities including offices held, other leadership positions, clinics participated in, and extracurricular activities.

During law school I was the recipient of the CALI award in my business taxation class. I participated in the law school's small claims clinics, which they presented to the community to assist individuals looking to learn how to pursue small claims actions in Nevada. I also participated in a judicial externship, externing with the Eighth Judicial District Court for the Hon. Elizabeth Gonzalez.

Law Practice

12. State the year you were admitted to the Nevada Bar.

Admitted in 2009

13. Name states (other than Nevada) where you are or were admitted to practice law and your year of admission.

State of Utah	Admitted May 2017
U.S. District Court for the District of Nevada	Admitted June 2009
U.S. District Court for the District of Utah	Admitted May 2017
9 th Circuit Court of Appeals	Admitted December 2013
10 th Circuit Court of Appeals	Admitted January 2018
U.S. Tax Court	Admitted October 2012

14. Have you ever been suspended, disbarred, or voluntarily resigned from the practice of law in Nevada or any other state? If so, describe the circumstance, dates, and locations.

No

15. Estimate what percentage of your work over the last five years has involved litigation matters, distinguishing between trial and appellate courts. For judges, answer questions 16-20 for the five years directly preceding your appointment or election to the bench.

Approximately 80% of my work over the last five years has involved litigation matters, primarily in the trial courts. The remaining 20% of my work over the last five years has involved drafting contracts and instruments, advising clients, corporate formations and management, and quasi-judicial proceedings such as EEOC and NERC filings for employment discrimination.

As to the trial and appellate courts work, a short summary of the matters for which I am easily identified as an attorney of record as of the date of this application are as follows:

- A cursory search of the Nevada Supreme Court e-filing system identifies me as being an attorney of record for 12 matters, all of them civil.
- A cursory search of the Eighth Judicial District Court e-filing system identifies me as being an attorney of record for 186 matters, most of them civil.

- A cursory search of the Las Vegas Township e-filing system identifies me as being an attorney of record for 14 matters, all of them civil.
- A cursory search of the Federal PACER case locator system identifies me as being an attorney of record for 94 civil matters.
- A cursory search of the Federal PACER case locator system identifies me as being an attorney of record in 7 federal bankruptcy matters.

16. Estimate percentage of time spent on:

Legal Discipline	Percentage of Practice
Domestic/family	0%
Juvenile matters	0%
Trial court civil	76%
Appellate civil	3%
Trial court criminal	1%
Appellate criminal	0%
Administrative litigation	15%
Other: Please describe	5%

*Other includes contract drafting and preparing commercial instruments.

17. In the past five years, what percentage of your litigation matters involved cases set for jury trials vs. non-jury trials?

50% jury trials throughout the federal and state courts vs. 50% non-jury trials throughout the federal and state courts and private arbitration programs such as AAA and JAMS.

18. Give the approximate number of jury cases tried to a conclusion during the past five years with you as lead counsel. Give the approximate number of non-jury cases tried to a decision in the same period.

Approximately two (2) jury cases tried to a conclusion during the past five years with me as lead counsel.

Approximately four (4) non-jury cases (both trials and arbitrations) tried to a decision in the past five years.

Of note would be several jury and non-jury cases that were tried, though not to conclusion, as a result of the matters resolving during the trial itself after opening statements but before a decision.

19. List courts and counties in any state where you have practiced in the past five years.

My practice over the past five years has been primarily focused on the Courts in Clark County, Nevada, including the Eighth Judicial District Court for Clark County, Nevada, the United States District Court for the District of Nevada, the Nevada Supreme Court, the Las Vegas

Township Justice Court and the Henderson Township Justice Court. I have also had limited practice in the Second Judicial District Court for Washoe County.

20. List by case name and date the five cases of most significance to you (not including cases pending in which you have been involved), complete the following tables:

Case 1
Case name and date: In Re Caesars Entertainment Operating Company, Inc, 1:2015bk01145, January 2015
Court and presiding judge and all counsel: Illinois Northern Bankruptcy Court Hon. Benjamin Goldgar
Importance of the case to you and the case's impact on you: I represented 11 named prior casino executives of Caesars Entertainment who were owed deferred compensation retirement payments (or SERP payments) by Caesars Entertainment in the entity's bankruptcy proceedings. Due largely to the complexity of the case, intricacies of the underlying deferred compensation agreements, and high profiles of the parties involved in the litigation, I was responsible for the entirety of case handling, from intake to resolution and afterwards. It was the first case I sought, and was admitted, pro hac vice to another jurisdiction (Illinois), and perhaps the most complicated case to date that I have handled. It had a lasting impact upon me to be able to secure my eleven clients a positive outcome in an otherwise dire environment and incredibly complex and fast-moving case.
Your role in the case: Counsel for various creditors, specifically eleven SERP recipients, namely recipients Bigelow, Boyle, Celey, Dauenhauer, Dzuira, Gregg, Harland, Houdayer, Nordling, Sherlock, and Szony.

Case 2
Case name and date: Williams v. Pardee Homes of Nevada, Inc., A-10-631543-D, April 6, 2012
Court and presiding judge and all counsel: Eighth Judicial District Court, Dept XIX Hon. Allan Earl Mark Bourassa, Esq. and Trent Richards, Esq. for Plaintiff Bob Carlson, Esq. and Megan Dorsey, Esq. for Defendant
Importance of the case to you and the case's impact on you: This case marked my first trial, a jury trial. The matter involved allegations of construction defect in a single-family home. I was second chair for the trial, which was held at the old Complex Litigation Center (CLC). It was an honor and fantastic learning experience to have a trial before the Hon. Allan Earl, and to work with such highly respectable and professional attorneys on both sides of the aisle in my first jury trial.
Your role in the case: Counsel for Plaintiff – second chair for trial

Case 3
Case name and date:

McGarry v. Lynch, 05A513560, June 2009
Court and presiding judge and all counsel: Eighth Judicial District Court, Dept XI Hon. David Wall and Hon. Jerry Tao
Importance of the case to you and the case's impact on you: Best as I can remember this was the first matter I signed pleadings for, or appeared on, after becoming an attorney in Nevada. I distinctly remember working on some pleadings for the case at the time I was admitted to the Nevada state bar. My managing attorney at the time, who reviewed and had approved the pleading I had prepared, was about to sign the pleading for filing. However, he stopped just before signing and directed that I should sign the pleading now that I was an attorney myself and I had worked so hard on the material. It was, in my mind, the start of my career as an attorney, and a memorable gesture by my mentor to hand responsibility for signing over to me.
Your role in the case: Counsel for the Plaintiffs

Case 4
Case name and date: Espinoza-Guerrero vs. Perez-Olvedo, A-20-813076-C, February 10, 2021
Court and presiding judge and all counsel: Eighth Judicial District Court, Arbitration Program Arbitrator Trent Richards DeCastroverde Law Group representing Plaintiff Emerson Law Group representing Defendant
Importance of the case to you and the case's impact on you: This matter was my first case I handled as an arbitrator that proceeded all the way to arbitration, prior arbitration matters having settled before the arbitration hearing occurred. It had a significant impact on me as it was the first arbitrator's decision by me and was the beginning of my practice as an arbitrator. It was also a significant change of pace to be in a position where I was tasked with remaining impartial, carefully receiving and considering the information and facts as presented, and rendering a thoughtful and fair decision.
Your role in the case: Arbitrator

Case 5
Case name and date: Livingston, et al. vs. Ramirez, et al., 21AH000202, October 5, 2022
Court and presiding judge and all counsel: Henderson Justice Court, Presiding Judge Trent Richards pro tem for Hon. Sam Bateman, parties representing themselves in proper person.
Importance of the case to you and the case's impact on you: This matter was my first case I handled as a pro tem judge, sitting in for Hon. Sam Bateman in Henderson Justice Court. It had a significant impact on me as it was the start of my service as a pro tem judge. It's significance on me relates not only to the requirement that I remain impartial, carefully and fairly considering the facts and evidence as presented, but also that

I was interacting with parties in proper person who were representing themselves. The pro per parties were assisted by my explanations of what the statutes in Nevada require, and they left with a resolution of their dispute that both parties understood and accepted. I found the experience exciting and rewarding, and have continued to serve as a pro tem judge.

Your role in the case: Pro tem judge.
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21. Do you now serve, or have you previously served as a mediator, an arbitrator, a part-time or full-time judicial officer, or a quasi-judicial officer? To the extent possible, explain each experience.

Yes

I currently serve on the Judge Pro Tem panel for Clark County Nevada. In that capacity I have served as a Judge Pro Tem in Henderson Justice Court, primarily handling small claims calendars. My experience doing so has been positive and enriching, and I enjoy serving in that capacity to help litigants and participants in the small claims arena resolve their disputes.

I also currently serve as an arbitrator for the Eighth Judicial District Court in Clark County, Nevada. In that capacity I have approximately 12-24 active arbitration matters at any given time in various stages of arbitration. My experience as an arbitrator has been enjoyable and has assisted my professional growth by exposing me to some excellent work being performed by other attorneys in the community. I highly recommend attorneys volunteer to serve as arbitrators in the court annexed arbitration programs throughout Nevada.

22. Describe any pro bono or public interest work as an attorney.

I have and continue to take pro bono cases from time to time, primarily in the practice area of employment law. Most of my pro bono cases have involved assisting employees with discrimination claims and harassment claims through either the EEOC or NERC process, and even into litigation if necessary. I strive to take on pro bono cases as my workload permits, and as the cases come to me from time to time.

23. List all bar associations and professional societies of which you are or have been a member. Give titles and dates of offices held. List chairs or committees in such groups you believe to be of significance. Exclude information regarding your political affiliation.

Nevada State Bar Member
Utah State Bar Member
Nevada Justice Association Member
Clark County Bar Association Member
Henderson Chamber of Commerce
Veteran Owned Small Business

24. List all courses, seminars, or institutes you have attended relating to continuing legal education during the past five years. Are you in compliance with the continuing legal education requirements applicable to you as a lawyer or judge?

I am in full compliance with the continuing legal education requirements applicable to me as a lawyer in both the State of Nevada and the State of Utah. This coursework involves in excess of 10 general credits, 2 ethics credits, and 1 AAMH credit for each year over the past five years. I am currently carrying rollover credits from prior years of 17 general credits and 4 ethics credits. Specific courses and seminars attended relating to continuing legal education during the past five years include the annual Nevada Justice Association conferences and the West Coast Casualty Construction Defect conferences, both held annually.

25. Do you have Professional Liability Insurance or do you work for a governmental agency?

I maintain professional liability insurance.

Business & Occupational Experience

26. Have you ever been engaged in any occupation, business, or profession other than a judicial officer or the practice of law? If yes, please list, including the dates of your involvement with the occupation, business, or profession.

Yes

Assistant Superintendent, American West Homes, Las Vegas, NV, 07/2003 - 08/2005

- Oversaw high volume, medium density housing under extremely fast paced timelines.
- Scheduled all subcontractors from ground up, coordinating their actions and efforts and directly oversee laborers. Responsible for company's compliance with building codes.

Infantryman/Rifleman, United States Marine Corps, Fox Co, 2nd Bn, 23rd Mar, 07/1997 - 07/2003

- Non-Commissioned Officer, directly responsible for training, supervising, guiding and care of subordinates and accomplishment of the mission at hand.
- Participated in Operation Noble Eagle and Operation Iraqi Freedom.
- Recipient of Combat Action Ribbon.

Carpenter, Dipo Construction Inc., Draper, UT, 06/1995 - 02/2002

- Competent in framing, finish work, and concrete flatwork.
- Experienced in operating skid steer loaders, boom lifts, front-end loaders and other medium equipment.

27. Do you currently serve or have you in the past served as a manager, officer, or director of any business enterprise, including a law practice? If so, please provide details as to:

- a. the nature of the business
- b. the nature of your duties
- c. the extent of your involvement in the administration or management of the business
- d. the terms of your service

- e. the percentage of your ownership

Yes

Sagebrush Lawyers, a Nevada law firm. I am one of two managing members of the firm and a founding member. My duties include, in addition to practicing as a lawyer, handling accounting, marketing, information technologies, human resources, and operations management for the firm. My ownership of the firm is, and has been since inception, 50%.

28. List experience as an executor, trustee, or in any other fiduciary capacity. Give name, address, position title, nature of your duties, terms of service and, if any, the percentage of your ownership.

I have not served as an executor or trustee, or in any other fiduciary capacity other than being the co-managing partner of a law firm responsible for IOLTA trust accounting at the firm.

Civic Professional & Community Involvement

29. Have you ever held an elective or appointive public office in this or any other state?

No

Have you been a candidate for such an office?

No

If so, give details, including the offices involved, whether initially appointed or elected, and the length of service. Exclude political affiliation.

N/A

30. State significant activities in which you have taken part, giving dates and offices or leadership positions.

I from time to time volunteer at the Boyd School of Law in Las Vegas, Nevada when they request attorneys from the community to volunteer for their moot court competitions. I also frequently attend various fund raisers and campaign events when invited.

31. Describe any courses taught at law schools or continuing education programs. Describe any lectures delivered at bar association conferences.

I helped teach the small claims clinic at the Boyd School of Law in Las Vegas, Nevada while a student there.

32. List educational, military service, service to your country, charitable, fraternal and church activities you deem significant. Indicate leadership positions.

I served as an Infantryman/Rifleman in the United States Marine Corps. I was assigned to Fox Co, 2nd Bn, 23rd Marines from July 1997 to July 2003. During my time in the Marine Corps I served as a Non-Commissioned Officer, directly responsible for training, supervising,

guiding and care of subordinates and accomplishment of the mission at hand. I participated in Operation Noble Eagle and Operation Iraqi Freedom wherein my unit was attached to the 1st Marine Division. My commanding general at that time was General (later Secretary of Defense) James Mattis. As a result of operations in Iraq I received the Combat Action Ribbon.

33. List honors, prizes, awards, or other forms of recognition.

- Martindale-Hubble AV Preeminent Rating
- Martindale-Hubble Judicial Edition AV Preeminent Rating
- Best of Las Vegas 2020 Bronze recipient for Construction Litigation
- Best of Las Vegas 2021 Gold recipient for Construction Litigation
- Best of Las Vegas 2022 Bronze recipient for Construction Litigation

34. Have you at any time in the last 12 months belonged to, or do you currently belong to, any club or organization that in practice or policy restricts (or restricted during the time of your membership) its membership on the basis of race, religion, creed, national origin or sex? If so, detail the name and nature of the club(s) or organization(s), relevant policies and practices, and whether you intend to continue as a member if you are selected for this vacancy.

No

35. List books, articles, speeches and public statements published, or examples of opinions rendered, with citations and dates.

No books, articles, speeches or public statements published.

36. During the past ten years, have you been registered to vote?

Yes

Have you voted in the general elections held in those years?

Yes

37. List avocational interests and hobbies.

I primarily, and greatly, enjoy spending time with my children and family. I also enjoy all types of skiing, both snow skiing and water skiing, whenever I have the opportunity.

Conduct

38. Have you read the Nevada Code of Judicial Conduct and are you able to comply if appointed?

Yes

39. Have you ever been convicted of or formally found to be in violation of federal, state or local law, ordinance or regulation? Provide details of circumstances, charges, and dispositions.

No

40. Have you ever been sanctioned, disciplined, reprimanded, found to have breached an ethics rule or to have acted unprofessionally by any judicial or bar association discipline commission, other professional organization or administrative body or military tribunal? If yes, explain. If the disciplinary action is confidential, please respond to the corresponding question in the confidential section.

No

41. Have you ever been dropped, suspended, disqualified, expelled, dismissed from, or placed on probation at any college, university, professional school or law school for any reason including scholastic, criminal, or moral? If yes, explain.

No

42. Have you ever been refused admission to or been released from any of the armed services for reasons other than honorable discharge? If yes, explain.

No

43. Has a lien ever been asserted against you or any property of yours that was not discharged within 30 days? If yes, explain.

No

44. Has any Bankruptcy Court in a case where you are or were the debtor, entered an order providing a creditor automatic relief from the bankruptcy stay (providing in rem relief) in any present or future bankruptcy case, related to property in which you have an interest?

No

45. Are you aware of anything that may require you to recuse or disqualify yourself from hearing a case if you are appointed to serve as a member of the judiciary? If so, please describe the circumstances where you may be required to recuse or disqualify yourself.

I am not aware of anything that may require me to recuse or disqualify myself from hearing a case if I am appointed to serve as a member of the judiciary beyond the standard recusals for any matter in which I or my prior law firm have previously handled or been involved.

Other

46. If you have previously submitted a questionnaire or Application to this or any other judicial nominating commission, please provide the name of the commission, the approximate date(s) of submission, and the result.

No

47. In no more than three pages (double spaced) attached to this Application, provide a statement describing what you believe sets you apart from your peers, and explains what education, experience, personality or character traits you possess, or have acquired, that you feel qualify

you as a supreme court justice. In so doing, address appellate, civil (including family law matters), and criminal processes (including criminal sentencing).

Please see attached Exhibit 1.

48. Detail any further information relative to your judicial candidacy that you desire to call to the attention of the members of the Commission on Judicial Selection.

I understand that the current term for all district court judges in Nevada expires on January 7, 2027, and that if appointed I intend to run for election in the next general election, in November 2024, to continue serving through the end of the unexpired term. In short, I am committed to serving in the capacity of judge, if appointed, for not only the remainder of the appointment but going forward beyond that period if elected to do so by the public. My consistent employment record reflects my long term commitment to positions and jobs I have held, for which this appointment will be no exception.

49. Attach a sample of no more than ten pages of your original writing in the form of a decision, "points and authorities," or appellate brief generated within the past five years, which demonstrates your ability to write in a logical, cohesive, concise, organized, and persuasive fashion.

Please see attached Exhibit 2.

Exhibit 1
Question 47 – Statement

Exhibit 1
Question 47 – Statement

Christopher W. Carson, Esq. ^{*,^}
Trent L. Richards, Esq. ^{*,§}



* Admitted in Nevada
^ Admitted in Arizona
§ Admitted in Utah

Sagebrush
LAWYERS

January 11, 2023

Commission on Judicial Selection

RE: Statement Regarding Applicant

Dear Commission,

I am pleased to offer you my application for the vacancy in the Eighth Judicial District Court for Clark County, Nevada, Department XXIX for your consideration. The elements that set me apart from my peers are all deeply rooted in the fact that becoming a lawyer, and practicing law, was not my first career in life. Practicing law has, however, become one of the most rewarding and enjoyable of my careers, in which I continue to strive for growth and excellence.

I relocated to Las Vegas, Nevada from Salt Lake City, Utah in 2003. Prior to practicing law I served in the United States Marine Corps from 1997 until 2003. During that time I participated in Operation Noble Eagle and Operation Iraqi Freedom as a non-commissioned officer with Fox Co. 2nd Bn, 23rd Marines. I was part of Regimental Combat Team One (RCT-1) during Operation Iraqi Freedom, wherein we fought our way from Kuwait to Baghdad. My experience in the Marine Corps has greatly shaped my personality and traits; instilling in me discipline, honor, and commitment, which I bring to the judicial appointment and the judicial process.

I also worked in the construction industry for several years, both before and after my service in the United States Marine Corps, building single family residential production homes in

112 S. Water Street, Suite 104
Henderson, Nevada 89015
Telephone: (702) 800-7634 / Facsimile: (702) 800-7635
www.SagebrushLawyers.com



Las Vegas, Nevada and custom homes and award-winning home show houses in Salt Lake City, Utah. I know well what it means to put in a long hard day of manual labor, and have great respect for those that do so. Throughout the entirety of my undergraduate program, and for a majority of my graduate studies, I worked full time while also attending school full time, demonstrating again my commitment, discipline and strong work ethic, which would benefit me as a jurist.

My Juris Doctorate is from the University of Nevada Las Vegas, William S. Boyd School of Law. Similarly, I earned a Master of Business Administration from the University of Nevada Las Vegas in 2008. I have resided in Clark County, Nevada since my honorable discharge from the military in 2003 and am proud to say that Home Means Nevada for me. My strong commitment and ties to this wonderful and beautiful state further demonstrates my fitness to serve in the capacity as a Jurist for the State of Nevada, which I hold dear.

Sagebrush Lawyers, the firm I helped found and operate today, is a boutique law firm headquartered in downtown Henderson, Nevada. Sagebrush Lawyers is a Martindale-Hubbell AV Preeminent rated law firm, the highest level of peer rating by Martindale-Hubbell. It is also recognized as a Veteran Owned and Veteran Managed Small Business. Further, Sagebrush Lawyers has been honored with being voted a “Best of Las Vegas” by the Las Vegas Review Journal’s Best of Las Vegas in 2020, 2021, and 2022. The forgoing accomplishments and recognitions are even more significant considering Sagebrush Lawyers is a firm comprised of just two attorneys, myself and my fantastic business partner Christopher Carson. These strong community ties and distinguishing awards evidence my fitness and qualification for judicial appointment, and for service to this community.



I am admitted to the State Bars of Nevada and Utah, the United States District Courts for the Districts of Nevada and Utah, the United States Courts of Appeals for the Ninth and Tenth Circuits, the United States Bankruptcy Court for the District of Nevada, and the United States Tax Court. My ongoing experience of appearing regularly in State Justice Courts, State District Courts, Federal Bankruptcy Courts, and Federal District Courts sets me apart from my peers because I know how other courts operate, what works in practice, what doesn't, and how to best organize and run a courtroom and court docket. I am also familiar with each of the forgoing courts' various e-filing systems and procedures, and prefer to file complicated documents myself in the courts so as to ensure familiarity with the process and accuracy of filings. These familiarities with multiple court systems and procedures benefits my ability to serve each of these courts.

I enjoy serving as a justice of the peace pro tempore for the justice courts when called to do so, and likewise enjoy serving as an arbitrator in Nevada when appointed by the Eight Judicial District Court's Alternative Dispute Resolution program. There is no better way of learning to be a justice than by doing the job with the guidance and mentorship from other experienced justices and arbitrators, and my experience serving as a justice pro tem and arbitrator uniquely qualifies me to serve as a justice on my own.

For these reasons, and many others, I believe I stand apart from my peers in education, experience, personality and character traits which abundantly qualify me as a court justice. I encourage you to visit us online at www.SagebrushLawyers.com for further information, or reach out to me directly at trichards@sagebrushlawyers.com.

Sincerely,

Trent L. Richards

Exhibit 2
Question 49 – Writing Sample

Exhibit 2
Question 49 – Writing Sample

1 CHRISTOPHER W. CARSON, ESQ.
 Nevada Bar No. 9523
 2 TRENT L. RICHARDS, ESQ.
 Nevada Bar No. 11448
 3 **SAGEBRUSH LAWYERS**
 4 112 S. Water Street, Suite 104
 Henderson, Nevada 89015
 5 Phone: (702) 800-7634
 Fax: (702) 800-7635
 6 Email: ccarson@sagebrushlawyers.com
trichards@sagebrushlawyers.com
 7 *Attorneys for Plaintiff*

8
9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 GERTRUDE RUDIAK, an individual; and
 12 JOHN M. RENTCHLER as trustee for the
 GEORGE RUDIAK REVOCABLE LIVING
 13 TRUST,

14 Plaintiff,

15 vs

16 KENNETH MATSUMURA, an individual;
 17 DOES 1 through 5 and ROE corporations and
 organizations 1 through 5,
 18

19 Defendants.

CASE NO.: 2:18-cv-02364-RFB-EJY

**PLAINTIFFS GERTRUDE RUDIAK
 AND JOHN M. RENTCHLER'S
 MOTION FOR SUMMARY
 JUDGMENT PURSUANT TO FRCP 56**

20
 21 Plaintiffs Gertrude Rudiak and John M. Rentchler, by and through their counsel of record,
 22 Sagebrush Lawyers, hereby moves this Honorable Court for Summary Judgment pursuant to Fed.
 23 R. Civ. P. 56.

24 \\\

25 \\\

1 This Motion is made and based upon the attached Memorandum of Points and Authorities,
2 the affidavit and exhibits attached hereto, all pleadings and papers on file in this action, and upon
3 such further oral or documentary evidence as may be presented at the time of the hearing in this
4 matter.

5 DATED this 24th day of January 2020.

7 **SAGEBRUSH LAWYERS**

8 */s/ Trent L. Richards*

9 CHRISTOPHER W. CARSON, ESQ., 9523

10 TRENT L. RICHARDS, ESQ., 11448

11 112 S. Water Street, Suite 104

12 Henderson, Nevada 89015

13 Phone: (702) 800-7634

14 Fax: (702) 800-7635

15 Email: ccarson@sagebrushlawyers.com

16 trichards@sagebrushlawyers.com

17 *Attorneys for Plaintiff*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 On or about July 15, 2009, Plaintiff and Defendant entered into a Promissory Note
4 Arrangement whereby Defendant borrowed and promised to repay Plaintiff \$90,000, plus interest.
5 See Exhibit 1 attached hereto. Plaintiffs ultimately loaned Defendant a total of \$115,000.
6 Defendant has failed and refused to repay the \$115,000 or to comply with the terms of the
7 Promissory Note Arrangement.
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9 On July 6, 2018, Plaintiffs filed the operative Complaint in this matter in the Eighth
10 Judicial District Court for the State of Nevada. See Exhibit 2 attached hereto. Plaintiffs allege that
11 Defendant owes Plaintiffs \$115,000, pursuant to certain promissory notes. *Id.* This matter was
12 subsequently removed to the United States District Court for the District of Nevada pursuant to
13 diversity jurisdiction, 28 U.S.C. § 1441(b).
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15 Pursuant to the Court’s Order [ECF 32], the discovery cut off in this matter was January
16 17, 2020, and the dispositive motion deadline is February 14, 2020. Discovery is has now closed
17 and this matter is ripe for summary adjudication to avoid an unnecessary trial as the facts are not
18 disputed.

19 **II. STATEMENT OF UNDISPUTED MATERIAL FACTS**

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21 1. On or about July 15, 2009, Ms. Rudiak and Matsumura entered into a Promissory
22 Note Arrangement, whereby Matsumura borrowed and promised to repay Ms. Rudiak
23 \$90,000.00, plus interest at the federal rate (the “Note”). See, Promissory Note Arrangement
24 attached hereto as Exhibit 1. See also, Affidavit of Plaintiff attached hereto as Exhibit 2 at ¶ 3.

25 2. Per the Note, if Ms. Rudiak passed away, the payments would continue to be paid
26 to her estate, the Rudiak Trust. See, Exhibit 1 at paragraph 5. See also, Exhibit 2 at ¶ 4.
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1 3. The \$90,000.00 was to be advanced by Ms. Rudiak to Masumura in the form of
2 eighteen monthly disbursements of \$5,000.00, with each disbursement to be paid back five years
3 from the date of the first disbursement, which the Note indicates to be July 15, 2009. *See*, Exhibit
4 1. *See also*, Exhibit 2 at ¶ 5.

5 4. Ms. Rudiak further extended the loan amount to Matsumura by an additional
6 \$25,000.00, in the form of five separate disbursements of \$5,000.00. *Id.* at ¶ 6.

7 5. The total loan amount extended to Matsumura equals \$115,000.00. *Id.* at ¶ 7.

8 6. Per the terms of the Note, the outstanding principal amount, plus interest at the
9 federal rate corresponding with each month of issuance, was due and payable by July 15, 2014.
10 *Id.* at ¶ 9. *See also*, Memorandum from accountants attached as Exhibit 3.

11 7. To date, Plaintiffs have not received any payments under the terms of the Note
12 despite numerous attempts to contact Matsumura and demand payment. *See*, Exhibit 2 at ¶ 11.

13 8. Plaintiffs have made repeated requests to Defendant to repay the loan, but
14 Defendant has failed and refused to pay the amounts owing. *See*, Letter from Plaintiff attached
15 hereto as Exhibit 4.

16 9. As recently as June 21, 2017, Defendant acknowledged the existence and reason
17 for the loan from Plaintiffs to Defendant. *See*, Email from Defendant attached hereto as Exhibit
18 5. (“The loan in question that John wrote me about for \$100,000 was related to this expansion
19 project, which if successful would have paid off the second mortgage loan of \$450,000” and
20 “When I got a call from John a month ago, it appeared he had forgotten about the reason for this
21 loan.”).

22 10. Defendant’s own pleadings filed in this litigation support the existence of the loan
23 and the failure by Defendant to repay the monies lent. *See*, Defendant’s Notice of Motion and
24 Motion for Relief from Clerk’s Entry of Default; Affidavit of Kenneth Matsumura in Support
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1 [ECF 16] at page 5 and page 11. (“Defendant refused Plaintiff’s offer to pay the entire loan
2 amount off and instead reached an agreement wherein Plaintiff would ‘lend’ Defendant \$100,000
3 to forestall foreclosure on the second mortgage. This agreement was the origin of the
4 Arrangement document.”).

5
6 11. As of February 8, 2019, Defendant owed Plaintiffs a total of \$141,279.22. *See*,
7 Exhibit 2 at ¶ 13. *See also*, Exhibit 3.

8 **III. ARGUMENT**

9 **A. Standard of Review**

10 Federal Rules of Civil Procedure Rule 56(a) provides that “[t]he court shall grant
11 summary judgment if the movant shows that there is no genuine dispute as to any material fact
12 and the movant is entitled to judgment as a matter of law.” Summary judgment is appropriate
13 when, after review of the record viewed in the light most favorable to the non-moving party, there
14 remain no issues of material fact. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247, 106 S. Ct.
15 2505, 2510 (1986). However, “the mere existence of some alleged factual dispute between the
16 parties will not defeat an otherwise properly supported motion for summary judgment, in that the
17 requirement is that there be no genuine issue of material fact.” *Scott v. Harris*, 550 U.S. 372, 380,
18 127 S. Ct. 1769, 1776 (2007). Furthermore “[w]hen the moving party has carried its burden
19 under summary judgment rule, its opponent must do more than simply show that there is some
20 metaphysical doubt as to the material facts, and where the record taken as a whole could not lead
21 a rational trier of fact to find for the nonmoving party, there is no genuine issue for trial.” *Id* at
22 1776.

23 Under the *Celotex Corp v. Catrett* approach, the moving party bears the initial burden of
24 production to show **the absence** of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477
25 U.S. 317, 323, 106 S. Ct. 2548, 2553 (1986) (emphasis added). Once such as showing is made,
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1 the party opposing summary judgment bears the burden of production to show **the existence** of a
2 genuine issue of material fact. *Id.* at 331 (emphasis added). Plaintiffs' motion for summary
3 judgment against Defendant should be granted because Matsumura entered into a Promissory
4 Note Agreement, whereby Matsumura borrowed and promised to repay Ms. Rudiak certain
5 monies, and Matsumura has failed and refused to make payments due and owing to comply with
6 the terms of the Promissory Note Arrangement. Summary judgment is therefore appropriate.
7

8 **B. Breach of Written Contract**

9 To succeed on a breach of contract claim under the law in Nevada, a plaintiff must show:
10 (1) a valid contract existed; (2) the plaintiff performed or was excused from performance; (3) the
11 defendant breached the terms of the contract; and (4) the plaintiff was damaged as a result of the
12 breach. *See*, Restatement (Second) of Contracts § 203 (2007); *Calloway v. City of Reno*, 993 P.2d
13 1259, 1263 (Nev. 2000) (“A breach of contract may be said to be a material failure of
14 performance of a duty arising under or imposed by agreement”).
15

16 In the present case, Matsumura contracted, covenanted and agreed to fulfill all of the
17 terms of the Promissory Note Arrangement, including but not limited to Matsumura's payment
18 obligation to Plaintiffs. *See*, Exhibit 1. In consideration for Matsumura's promise to pay,
19 Plaintiffs provided the principal loan amount for the benefit of Defendant, and fully performed
20 the duties and obligations owed to Defendant under the Promissory Note Arrangement. *See*,
21 Exhibit 2. Matsumura breached the obligations owed to Plaintiffs under the terms of the
22 Promissory Note Arrangement by failing and/or refusing to make payments due and owing. *Id.*
23 *See also*, Exhibit 3. Due to Matsumura's breach of the Promissory Note Arrangement, Plaintiffs
24 have suffered damages, and are owed the total amount of \$141,279.22 as of February 8, 2019,
25 together with ongoing interest. *See*, Exhibits 2 and 3.
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1 There are no genuine issue of material fact as it relates to the Promissory Note
2 Arrangement, the monies lent by Plaintiff to Defendant, or Defendant's failure and refusal to
3 repay the monies owed pursuant to the Promissory Note Arrangement. In fact, Defendant
4 acknowledges the existence of the Promissory Note Arrangement, that he received at least
5 \$100,000 from Plaintiff, and that Defendant did not repay the monies as provided in the
6 Promissory Note Arrangement. *See*, ECF 16. For the forgoing reasons, summary judgment in
7 favor of Plaintiffs on Plaintiffs breach of written contract cause of action is appropriate in this
8 matter.
9

10 **C. Breach of the Covenant of Good Faith and Fair Dealing**

11 To state a claim of breach of the covenant of good faith and fair dealing, Plaintiff must
12 allege: (1) Plaintiff and Defendants were parties to an agreement; (2) Defendants owed a duty of
13 good faith to the Plaintiff; (3) Defendants breached that duty by performing in a manner that was
14 unfaithful to the purpose of the contract; and (4) Plaintiff's justified expectations were denied.
15 *Perry v. Jordan*, 900 P.2d 335, 338 (Nev. 1995). In Nevada, an implied covenant of good faith
16 and fair dealing exists in every contract, *Consolidated Generator v. Cummins Engine Co., Inc.*,
17 971 P.2d 1251, 1256 (Nev. 1998), and a plaintiff may assert a claim for its breach if the defendant
18 deliberately contravenes the intention and spirit of the agreement, *Morris v. Bank America, Nev.*,
19 886 P.2d 454 (Nev. 1994).
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22 In the present case Matsumura contracted, covenanted and agreed to fulfill all of the terms
23 of the Promissory Note Arrangement, including but not limited to Matsumura's payment
24 obligation to Plaintiffs. Within the State of Nevada, a duty of good faith and fair dealing is
25 presumed within all contracts, including the Promissory Note Arrangement. *Consolidated*
26 *General*, 971 P.2d at 1256. Matsumura breached the obligations owed to Plaintiffs under the
27 terms of the Promissory Note Arrangement by failing and/or refusing to timely make payments
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1 due and owing when they were due, constituting a breach of the implied covenant of good faith
2 and fair dealing. As a result of the breach of the implied covenant of good faith and fair dealing,
3 Plaintiffs justified expectations of being repaid the monies Plaintiff lent to Defendant were
4 denied.

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6 There are no genuine issue of material fact as it relates to the existence of an agreement
7 between the parties, the monies lent by Plaintiff to Defendant, Plaintiffs' expectation to be repaid
8 the monies lent, or Defendant's failure and refusal to repay the monies owed pursuant to the
9 agreement. In fact, Defendant acknowledges that he borrowed at least \$100,000 from Plaintiff as
10 a "loan" to fund an expansion project, which ultimately was unsuccessful, and that Defendant did
11 not repay "loan." See, Exhibit 5. For the forgoing reasons, summary judgment in favor of
12 Plaintiffs on Plaintiffs breach of the covenant of good faith and fair dealing cause of action is
13 appropriate in this matter.
14

15 **D. Unjust Enrichment**

16 Unjust enrichment occurs whenever a "person has and retains a benefit which in equity
17 and good conscience belongs to another." *Nevada Indus. Dev. v. Benedetti*, 741 P.2d 802, 804
18 (Nev. 1987). The Nevada Supreme Court has observed that the essential elements of unjust
19 enrichment "are a benefit conferred on the defendant by the plaintiff, appreciation by the
20 defendant of such benefit, and acceptance and retention by the defendant of such benefit."
21 *UNIONAMERICA Mortgage & Equity Trust v. McDonald*, 626 P.2d 1272, 1273 (Nev. 1981).
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23 In the present case, in consideration for Matsumura's promise to pay, Plaintiffs provided
24 to Defendant the principal amount of \$115,000.00. Defendant then accepted, retained and
25 appreciated the benefit of the \$115,000.00 from Plaintiff, without the repayment thereof.
26 Defendant acknowledges receiving and retaining at least \$100,000 from Plaintiffs to use for a
27 purported expansion project, without repaying the same to Plaintiff, purportedly because
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1 Defendant's "expansion project" failed. Defendant has thus been unjustly enriched in an amount
2 of at least of \$115,000.00, which equity requires that Plaintiffs be reimbursed.

3 There are no genuine issue of material fact as it relates to the unjust enrichment of
4 Defendant at the expense of Plaintiff. Therefore, summary judgment in favor of Plaintiffs on
5 Plaintiffs unjust enrichment cause of action is appropriate in this matter.
6

7 **E. Plaintiffs' Damages**

8 While there are no genuine issue of material fact as it relates to the Promissory Note
9 Arrangement, Defendant appears to attempt to create an issue of fact as it relates to the ultimate
10 amount borrowed by Defendant and owing to Plaintiff. Specifically, the Promissory Note
11 Arrangement provides for a loan of \$90,000. *See*, Exhibit 1. The Defendant admits to a loan of
12 \$100,000. *See*, Exhibit 5. However, Plaintiffs ultimately loaned Defendant \$115,000. *See*,
13 Exhibits 2 and 3.
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15 For purposes of this motion for summary judgment, Plaintiffs are prepared to accept
16 summary judgment in their favor for the principal amount of \$100,000 that Defendant admits to.
17 Alternatively, Plaintiffs are prepared to accept summary judgment in their favor for the principal
18 amount of \$90,000, plus interest pursuant to the Promissory Note Arrangement. Neither of the
19 forgoing outcomes can be disputed by Defendant.
20

21 In either event, this matter is ripe for summary adjudication at this time, as there are no
22 issues of fact concerning the \$90,000 promissory note, as Defendant admits to borrowing even
23 more, and trial can be avoided by granting summary judgment in favor of Plaintiffs on their
24 causes of action. (A trial that Defendant, in proper person, anticipates taking 11-14 days. *See*,
25 Defendant's Interim Status Report [ECF 46].) For the Court's convenience, the total amount
26 owing, interest plus principal, on the first \$90,000 loaned by Plaintiff to Defendant (loan dates
27 from 7/9/2009 to 1/12/2011), as envisioned in the Promissory Note Arrangement equaled One
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1 Hundred Eleven Thousand Five Hundred Eleven Dollars and Eighty-One Cents (\$111,511.81) as
2 of February 8, 2019. *See*, Exhibit 2 at paragraphs 8 and 10. *See also*, Exhibit 3.

3 **IV. CONCLUSION**

4 Based on the above, that there are no genuine issue of material fact and Plaintiffs are
5 entitled to judgment as a matter of law, Plaintiffs respectfully request this Court to grant their
6 Motion for Summary Judgment in favor of Plaintiffs and award them judgment as against the
7 Defendant at this time. Plaintiffs seek summary judgment as against Defendant in the total
8 amount of one hundred forty-one thousand two hundred seventy-nine dollars and twenty-two
9 cents (\$141,279.22), plus interest from February 8, 2019. Alternatively, Plaintiffs are willing to
10 accept summary judgment for a lesser amount of at least \$111,511.81 plus interest (based on the
11 first \$90,000 as detailed in the Promissory Note Arrangement) so as to avoid an unnecessary trial
12 in this matter.
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14

15 Dated this 24th day of January 2020.

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